



Atty. Dkt. No. 342837-1553

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicant: Andrei W. KONRADI et al.

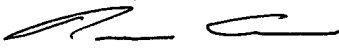
Title: HETEROARYL,  
HETEROCYCLIC AND ARYL  
COMPOUNDS WHICH INHIBIT  
LEUKOCYTE ADHESION  
MEDIATED BY VLA-4

Appl. No.: 10/748,089

Filing Date: 12/29/2003

Examiner: Deepak R. Rao

Art Unit: 1624

<p><b>CERTIFICATE OF MAILING</b></p> <p>I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as First Class Mail in an envelope addressed to: Mail Stop: Amendment, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450, on the date below.</p> <p><u>Rene Campos</u> (Printed Name)</p> <p><u></u> (Signature)</p> <p><u>June 20, 2005</u> (Date of Deposit)</p>
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**TERMINAL DISCLAIMER**

Mail Stop: AF  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

Your Petitioners, Elan Pharmaceuticals, Inc., having its principal place of business at 800 Gateway Boulevard, South San Francisco, California 94080, and Wyeth, having its principal place of business at Five Giralda Farms, Madison, New Jersey 07940, represent that they are the owners of the entire right, title, and interest in and to U.S. Patent Application Serial No. 10/748,089, filed 12/29/2003, which is a continuation of U.S. Patent Application No. 10/251,442, filed 9/20/2002. Further, your Petitioners represent that they are the owners of U.S. Patent No. 6,492,372, which issued on U.S. Patent Application No. 10/748,089, filed December 29, 2003, by virtue of an Assignment filed and recorded on July 31, 2002, at Reel/Frame 011016/0121, in the United States Patent and Trademark Office, a copy of which is attached hereto. Note that Wyeth is a successor in interest to American Home Products, Inc.

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Your Petitioners, Elan Pharmaceuticals, Inc., and Wyeth hereby disclaim the terminal part of the term of any patent granted on the above identified patent application which would extend beyond the full statutory term, as shortened by any terminal disclaimer, of U.S. Patent 6,492,372, and hereby agrees that any patent so granted on the above identified patent application shall be enforceable only for and during such period that the legal title to U.S. Patent 6,492,372 shall be the same as the legal title to any patent granted on the above identified patent application, this agreement to run with any patent granted on the above identified patent application and to be binding upon the grantee, its successors or assigns.

In making the above disclaimer, Petitioners do not disclaim any terminal part of any patent granted on the above identified patent application, prior to the full statutory term of U.S. Patent 6,492,372 as defined in 35 U.S.C. §§154-156 and 173, in the event that U.S. Patent 6,492,372 expires for failure to pay a maintenance fee, is held unenforceable or is found invalid in a final judgment by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims canceled by a reexamination certificate or as a result of an interference proceeding, or is otherwise not deemed to provide the rights conveyed by 35 USC §154, prior to the full statutory term of U.S. Patent 6,492,372 as defined in 35 USC §§154-156 and 173, except for the separation of legal title stated above. Further, Petitioner does not disclaim any terminal part of a patent granted on the above identified patent application that would extend beyond the present termination of U.S. Patent 6,492,372, in the event that such present term is extended by virtue of compliance with the conditions for term extension of any present or future patent term extension provisions of the patent law, including but not limited to 35 U.S.C. §§155, 155A or 156, and without waiving Petitioners' right to extend the term of a patent granted on the above identified patent application to the extent provided by law.


The undersigned, being the Attorney of Record for the above identified patent application, and duly authorized to act on behalf of Petitioner, certifies that he has reviewed the Assignment attached hereto, and to the best of his knowledge and belief, legal title to the above

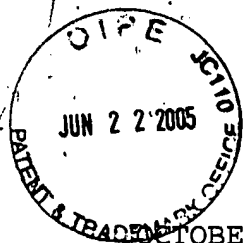
identified patent application and U.S. Patent 6,492,372 rests with Petitioners, Elan Pharmaceuticals, Inc. and Wyeth. The undersigned declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-identified application or any patent issuing therefrom.

Respectfully submitted,

Date June 15, 2005

FOLEY & LARDNER LLP  
1530 Page Mill Road  
Palo Alto, CA 94304  
Telephone: (650) 251-1155  
Facsimile: (650) 856-3710

By   
Stephen Todd  
Attorney for Applicant  
Registration No. 47,139



OCTOBER 12, 2000



UNITED STATES DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

PTAS

BURNS, DOANE, SWECKER & SWECKER  
GERALD F. SWISS  
P.O. BOX 1404  
ALEXANDRIA, VA 22313-1404



\*101442559A\*

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/31/2000

REEL/FRAME: 011016/0121  
NUMBER OF PAGES: 8

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

KONRADI, ANDREI W.

DOC DATE: 06/21/2000

ASSIGNOR:

PLEISS, MICHAEL A.

DOC DATE: 06/21/2000

ASSIGNOR:

THORSETT, EUGENE D.

DOC DATE: 06/21/2000

ASSIGNOR:

ASHWELL, SUSAN

DOC DATE: 07/14/2000

ASSIGNOR:

WELMAKER, GREGORY S.

DOC DATE: 07/14/2000

ASSIGNOR:

KREFT, ANTHONY

DOC DATE: 07/14/2000

ASSIGNOR:

SARANTAKIS, DIMITRIOS

DOC DATE: 07/14/2000

ASSIGNOR:  
DRESSEN, DARREN B.

DOC DATE: 06/29/2000

ASSIGNOR:  
GRANT, FRANCINE S.

DOC DATE: 06/21/2000

ASSIGNOR:  
SEMKO, CHRISTOPHER

DOC DATE: 06/21/2000

ASSIGNOR:  
XU, YING-ZI

DOC DATE: 06/21/2000

ASSIGNEE:  
ELAN PHARMACEUTICALS, INC.  
800 GATEWAY BOULEVARD  
SOUTH SAN FRANCISCO, CALIFORNIA

94080

ASSIGNEE:  
AMERICAN HOME PRODUCTS CORPORATION  
5 GIRALDA FARMS  
MADISON, NEW JERSEY 07940

SERIAL NUMBER: 09489377  
PATENT NUMBER:

FILING DATE: 01/21/2000  
ISSUE DATE:

DIANE RUSSELE, PARALEGAL  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

08-25-2000

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Rev. 6/93

REC



IT

101442559

Attorney's Docket No. 002010-517

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Andrei W. Konradi; Michael A. Pleiss; Eugene D. Thorsett; Susan Ashwell; Gregory S. Welmaker; Anthony Kreft; Dimitrios Sarantakis; Darren B. Dressen; Francine S. Grant; Christopher Semko, and Ying-Zi Xu

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

Other: \_\_\_\_\_

Execution Date: June 21, 2000; June 21, 2000; June 21, 2000; July 14, 2000; July 14, 2000; July 14, 2000; July 14, 2000; June 29, 2000; June 21, 2000; June 21, 2000; and June 21, 2000

## 2. Name and address of receiving party(ies):

Name: Elan Pharmaceuticals, Inc.Address: 800 Gateway BoulevardSouth San Francisco, CA 94080

and

Name: American Home Products CorporationAddress: 5 Giralda FarmsMadison, New Jersey 07940Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

09/489,377

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gerald F. Swiss, Esq.Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.P.O. Box 1404Alexandria, Virginia 22313-14046. Total number of applications and patents involved: 17. Total fee (37 CFR § 3.41): \$ 40.00☒ Enclosed☒ Authorized to be charged to deposit account, if necessary

## 8. Deposit account number:

02-4800

DO NOT USE THIS SPACE

## 9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Gerald F. Swiss, Reg. No. 30,113  
Name of Person SigningGerald F. Swiss  
SignatureJuly 28, 2000  
DateTotal number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

08/24/2000 MTHA11 00000250 09489377

01 FC:581

40.00 OP

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Box Assignments  
Washington, D.C. 20231

08-25-2000

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Patent and Trademark Office

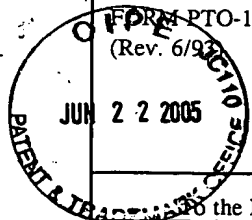
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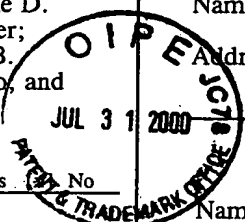
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101442559

Attorney's Docket No. 002010-517



*MKS*  
*7.31.w*



to the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Andrei W. Konradi; Michael A. Pleiss; Eugene D. Thorsett; Susan Ashwell; Gregory S. Welmaker; Anthony Kreft; Dimitrios Sarantakis; Darren B. Dressen; Francine S. Grant; Christopher Semko, and Ying-Zi Xu

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

Other: \_\_\_\_\_

Execution Date: June 21, 2000; June 21, 2000; June 21, 2000; July 14, 2000; July 14, 2000; July 14, 2000; July 14, 2000; June 29, 2000; June 21, 2000; June 21, 2000; and June 21, 2000

2. Name and address of receiving party(ies):

Name: Elan Pharmaceuticals, Inc.

Address: 800 Gateway Boulevard

South San Francisco, CA 94080

and

Name: American Home Products Corporation

Address: 5 Giralda Farms

Madison, New Jersey 07940

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)

09/489,377

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Gerald F. Swiss, Esq.

Address: BURNS, DOANE, SWECKER & MATHIS, L.L.P.

P.O. Box 1404

Alexandria, Virginia 22313-1404

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR § 3.41): \$ 40.00

☒ Enclosed

☒ Authorized to be charged to deposit account, if necessary

8. Deposit account number:

02-4800

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Gerald F. Swiss, Reg. No. 30,113  
Name of Person Signing

*Gerald F. Swiss*  
Signature

July 28, 2000  
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:

08/24/2000 NTHA11 00000250 09489377

01 FC:581

40.00 09

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

# ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by ANDREI W. KONRAD, MICHAEL A. PLEISS, EUGENE D. THORSETT, SUSAN ASHWELL, GREGORY S. WELMAKER, ANTHONY KREFT, DIMITRIOS SARANTAKIS, DARREN B. DRESSEN, FRANCINE S. GRANT, CHRISTOPHER SEMKO, and YING-ZI XU, residing at 95 CERVANTES, #105, SAN FRANCISCO, CA 94123, 848 STELLA COURT, SUNNYVALE, CA 94087-1355, 326 PURISSIMA STREET, HALF MOON BAY, CA 94019, 1015 ASPEN DRIVE, PLAINSBORO, NJ 08536, 2 JASON COURT, JACKSON, NJ 08527, 43 BARLEY COURT, LANGHORNE, PA 17047, 262 SENTINEL AVENUE, NEWTOWN, PA 18940, 3110 CASA DE CAMPO, #2, SAN MATEO, CA 94403, 66 MARILYNN DRIVE, MILPITAS, CA 95035, 2361 CARPENTER COURT, FREMONT, CA 94539, and 5136 AMBERWOOD DRIVE, FREMONT, CA 94555 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in HETEROARYL, HETEROCYCLIC AND ARYL COMPOUNDS WHICH INHIBIT LEUKOCYTE ADHESION MEDIATED BY VLA-4 set forth in an application for Letters Patent of the United States,

- (1) ☐ which is a provisional application
- (a) ☐ to be filed herewith; or
- (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ which is a non-provisional application
- (a) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
- (b) ☒ bearing Application No. 09/489,377, and filed on JANUARY 21, 2000; or
- (c) ☐ to be filed; and

WHEREAS, ELAN PHARMACEUTICALS, INC., a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CA 94080 and AMERICAN HOME PRODUCTS CORPORATION, a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 5 GIRALDA FARMS, MADISON, NEW JERSEY 07940 (hereinafter referred to as "the Assignees"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;



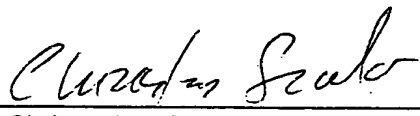
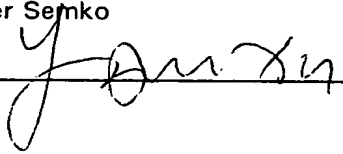
AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date <u>21 June 2000</u>	Signature of Assignor	<u>Andrei W. Konradi</u> Andrei W. Konradi
Date <u>21 June 2000</u>	Signature of Assignor	<u>Michael A. Pleiss</u> Michael A. Pleiss
Date <u>June 21, 2000</u>	Signature of Assignor	<u>Eugene D. Thorsett</u> Eugene D. Thorsett
Date _____	Signature of Assignor	_____ Susan Ashwell
Date _____	Signature of Assignor	_____ Gregory S. Welmaker
Date _____	Signature of Assignor	_____ Anthony Kreft
Date _____	Signature of Assignor	_____ Dimitrios Sarantakis
Date <u>June 29, 2000</u>	Signature of Assignor	<u>Darren B. Dressen</u> Darren B. Dressen
Date <u>06/21/00</u>	Signature of Assignor	<u>Francine S. Grant</u> Francine S. Grant

Date 6.21.2000 Signature of Assignor   
Christopher Semko  
Date 6/21/2000 Signature of Assignor   
Ying-Zi Xu

# ASSIGNMENT

(JOINT)

THIS ASSIGNMENT, by ANDREI W. KONRADI, MICHAEL A. PLEISS, EUGENE D. THORSETT, SUSAN ASHWELL, GREGORY S. WELMAKER, ANTHONY KREFT, DIMITRIOS SARANTAKIS, DARREN B. DRESSEN, FRANCINE S. GRANT, CHRISTOPHER SEMKO, and YING-ZI XU, residing at 95 CERVANTES, #105, SAN FRANCISCO, CA 94123, 848 STELLA COURT, SUNNYVALE, CA 94087-1355, 326 PURISSIMA STREET, HALF MOON BAY, CA 94019, 1015 ASPEN DRIVE, PLAINSBORO, NJ 08536, 2 JASON COURT, JACKSON, NJ 08527, 43 BARLEY COURT, LANGHORNE, PA 17047, 262 SENTINEL AVENUE, NEWTOWN, PA 18940, 3110 CASA DE CAMPO, #2, SAN MATEO, CA 94403, 66 MARILYNN DRIVE, MILPITAS, CA 95035, 2361 CARPENTER COURT, FREMONT, CA 94539, and 5136 AMBERWOOD DRIVE, FREMONT, CA 94555 (hereinafter referred to as "the Assignors"), respectively, witnesseth:

WHEREAS, the Assignors have invented certain new and useful improvements in HETEROARYL, HETEROCYCLIC AND ARYL COMPOUNDS WHICH INHIBIT LEUKOCYTE ADHESION MEDIATED BY VLA-4 set forth in an application for Letters Patent of the United States,

- (1) ☐ which is a provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ which is a non-provisional application
  - (a) ☐ having an oath or declaration executed on even date herewith prior to filing of application;
  - (b) ☒ bearing Application No. 09/489,377, and filed on JANUARY 21, 2000; or
  - (c) ☐ to be filed; and

WHEREAS, ELAN PHARMACEUTICALS, INC., a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 800 GATEWAY BOULEVARD, SOUTH SAN FRANCISCO, CA 94080 and AMERICAN HOME PRODUCTS CORPORATION, a corporation duly organized under and pursuant to the laws of DELAWARE and having its principal place of business at 5 GIRALDA FARMS, MADISON, NEW JERSEY 07940 (hereinafter referred to as "the Assignees"), is desirous of acquiring the entire right, title, and interest in and to said inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications, including provisional applications for Letters Patent of the United States or other countries claiming priority to said application, and in and to any Letters Patent or Patents, United States or foreign, to be obtained therefor and thereon.

NOW, THEREFORE, in good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignors have sold, assigned, transferred, and set over, and by these presents do sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to the above-mentioned inventions, the right to file applications on said inventions and the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said applications, and any and all Letters Patent or Patents of the United States of America and all foreign countries that may be granted therefor and thereon, and in and to any and all applications claiming priority to said applications, divisions, continuations, and continuations-in-part of said applications, and reissues and extensions of said Letters Patent or Patents, and all rights under the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignors had this sale and assignment not been made;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignors are the sole and lawful owners of the entire right, title, and interest in and to the inventions set forth in said applications and said applications, including provisional applications, above-mentioned, and that the same are unencumbered, and that the Assignors have good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignors hereby covenant and agree to and with the Assignee, its successors, legal representatives, and assigns that the Assignors will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said inventions or said applications for Letters Patent or Patents, or any proceeding in connection with Letters Patent or Patents for said inventions in any country, including interference proceedings, is lawful and desirable, or that any application claiming priority to said application, division, continuation, or continuation-in-part of any applications for Letters Patent or Patents, or any reissue or extension of any Letters Patent or Patents to be obtained thereon, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement, and defense of Letters Patent or Patents for said inventions, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignors hereby authorize and request the attorneys of BURNS, DOANE, SWECKER & MATHIS, L.L.P. of Alexandria, Virginia to insert in the spaces provided above the filing date, application number, and attorney docket number of said application when known.

AND the Assignors hereby request the Commissioner of Patents to issue any and all said Letters Patent of the United States to the Assignee as the Assignee of said inventions, the Letters Patent to be issued for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date _____	Signature of Assignor _____	Andrei W. Konradi
Date _____	Signature of Assignor _____	Michael A. Pleiss
Date _____	Signature of Assignor _____	Eugene D. Thorsett
Date <u>14 July 00</u>	Signature of Assignor <u>Susan Ashwell</u>	Susan Ashwell
Date <u>14 July 00</u>	Signature of Assignor <u>Gregory S. Weismaker</u>	Gregory S. Weismaker
Date <u>14 July 00</u>	Signature of Assignor <u>Anthony Kreft</u>	Anthony Kreft
Date <u>14 July 2000</u>	Signature of Assignor <u>Dimitrios Sarantakis</u>	Dimitrios Sarantakis
Date _____	Signature of Assignor _____	Darren B. Dressen
Date _____	Signature of Assignor _____	Francine S. Grant

AM-100190

Application No. 09/489,377

Attorney's Docket No. 002010-517

Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_  
Christopher Semko

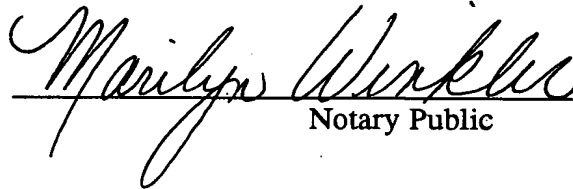
Date \_\_\_\_\_ Signature of Assignor \_\_\_\_\_  
Ying-Zi Xu

STATE OF NEW JERSEY       )  
                                      : SS:  
COUNTY OF MIDDLESEX     )

On this 14<sup>th</sup> day of July, 2000, before me personally appeared

- 1) Susan Ashwell
- 2) Anthony Kreft
- 3) Dimitrios Sarantakis
- 4) Gregory Welmaker

to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same.

  
\_\_\_\_\_  
Notary Public

MARILYN WINKLER  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 1/2/2002